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# INDIA NON JUDICIAL

# Government of Karnataka

## e-Stamp

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| Certificate No. | : | IN-KA47066840644111N |
| Certificate Issued Date | : | 22-Apr-2015 12:28 PM |
| Account Reference | : | NONACC (FI)/ kaksfcl08/ YELAHANKA2/ KA-BN |
| Unique Doc. Reference | : | SUBIN-KAKAKSFCL0843905246360878N |
| Purchased by | : | M S SATHYA CONSTRUCTIONS |
| Description of Document | : | Article 12 Bond |
| Description | : | BANK GUARANTEE |
| Consideration Price (Rs.) | : | 0 (Zero) |
| First Party | : | M S SATHYA CONSTRUCTIONS |
| Second Party | : | VIJAYA BANK |
| Stamp Duty Paid By | : | M S SATHYA CONSTRUCTIONS |
| Stamp Duty Amount(Rs.) | : | 200 (Two Hundred only) |

For MAHAYOGI VEMANA SOUHARDA PATTINA SAHAKARI NIYAMITHA, YELAHANKA

AUTHORIZED SIGNATORY

Please write or type below this line

1040IBGIS150009

**BANK GUARANTEE FOR PERFORMANCE OF THE OBLIGATIONS OF SUPPLIER /CONTRACTOR**

**To,**

**The Executive Engineer, BBMP, project byatarayanpura divisionYelahanka zone, Bangalore-560 092**

कृते विजया बैंक/For VIJAYA BANK

मुख्य प्रबंधक/Chief Manager
Bysterayanapura Br., Bellary Road
बैंगलूर /BANGALORE-560092.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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IN CONSIDARATION OF THE BBMP (BRUHAT BANGALORE MAHANAGARA PALIKE), Bytarayanapura, Bangalore-560 092 (hereinafter caller "the BBMP" which expression shall include its successors and assigns) having awarded to M/S SATHYA CONSTRUCTIONS #600, Down Bazaar Road, Yelahanka, Bangalore-560 064 (hereinafter referred to as "the supplier" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms inter alia, of the "**BBMP/2014-15/RD/WORK-INDENT16662 EXTENSION OF REVA COLLAGE ROAD UPTO CISF COMPOUND(BBMP LIMITS).**"the suppliers" obligations and /or discharged of "the suppliers" liability under and / or in connection with the said supply contract up to a sum of **Rs.4,59,000 /-(Rupees four lakhs fifty nine thousand only)**

We, Vijaya Bank, Byatarayanapura branch, Bangalore -92 (hereinafter "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to "the BBMP" in rupees forthwith on demand in writing and without protest or demur of any and moneys anywise payable by "the supplier" to "the BBMP" under, in respect of or in connection with attorney and client) charges, and expenses and other moneys anywise payable in respect of the as specified in any notice of demand made by "the BBMP" to the Bank with reference to this and "the Bank" hereby agrees with "the BBMP" that:

1. This Guarantee/Undertaking shall be a continuing Guarantee/undertaking and shall remain valid and irrecoverable for all claims of "the BBMP" and liabilities of "the supplier" arising up to and until midnight of 22-04-2015.

2. This guarantee/undertaking shall be in addition to another guarantee or security whatsoever that "the BBMP" may now or nay time anywise have in relation to "the supplier's obligation/liabilities under and / or connection with the said supply contract, and "the BBMP" shall have full authority to take recourse to or enforce this security in performance to the other security(ies) at its sole discretion and no failure on the part of "the BBMP" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder.

कृते विजया बैंक/For VIJAYA BANK

मुख्य प्रबंधक/Chief Manager
Byatarayanapura Br., Bellary Road
बेंगलूर /BANGALORE-560092.

3. "the BBMP" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the suppliers" obligation and / or liabilities under or in connection with the said supply contract and to vary the term vis-à-vis "the supplier" of the said supply contract or to grant time and / or indulgence to "the supplier" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any other the obligation of "the supplier" under the said supply contract and / or remedies of "the BBMP" under any other security (ies) now or hereafter held by "the BBMP" and no such dealings(s), variation(s) or other indulgence (s) or agreements(s) with "the supplier" or release of forbearance whatsoever shall have the effect of realsing "the Bank" from its full liability to "the BBMP" hereunder or of prejudicing rights of "the BBMP" against "the Bank".

4. This Guarantee/undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the suppliers" but shall in all respect and for all purposes be binding and operative until payment of all moneys payable to "the BBMP" in terms hereof.

5. "the Bank" hereby waives all rights at any time inconsistent with the terms of this Guarantee/undertakings and the obligations of "the Bank" in terms hereof shall not be anywise affected or suspended by reason of any dispute having been raised by "the suppliers" (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by "the supplier" or any other order of communication whatsoever by "the supplier" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to the "the BBMP" in terms hereof.

6. The amount stated in any notice of demand addressed by "the BBMP" to "the Bank" as liable to be paid to "the BBMP" by "the suppliers" or as suffered or incurred by "the BBMP" on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Bank" and "the BBMP" be conclusive of the amount so liable to be paid to "the BBMP" or suffered or incurred by "the BBMP" as the case may be, payable by "the Bank" to "the BBMP", in terms hereof.

कृते विजया बैंक/For VIJAYA BANK

मुख्य प्रबंधक/Chief Manager
Byatarayanapura Br., Bellary Road
बेंगलूर /BANGALORE-560092.

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The bank further undertakes not to revoke this guarantee except with the previous consent of the company in writing.

Notwithstanding anything contained here-in:-Our liability under this Guarantee shall not exceed **Rs. Rs.4, 59,000 /-(Rupees four lakhs fifty nine thousand only)**

- This guarantee is valid up to 22-04-2016 for a further period of 15 days after the expirty of the Guarantee period.
- We are liable to pay the guaranteed amount or any part thereof under this bank Guarantee only if you serve upon us a written claim or demand on or before 22-04-2016 (date of expiry of Guarantee) and for a further period of 15 days after the expiry of the Guarantee period.

कृते विजया बैंक/For VIJAYA BANK

मुख्य प्रबंधक/Chief Manager
Byatarayanapura Br., Bellary Road
BANGALORE-560092.

Signature (with seal)

Name: MUKUND-V
Designation: CHIEF MANAGER
Date: 25/04/15
Office of the Bank Address:

विजया बैंक / VIJAYA BANK
Byatarayanapura Br.
BANGALORE 560 092